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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 16TH DAY OF DECEMBER 2021

THE HON'BLE MR. JUSTICE N.SESHASAYEE

C.S. No.476 of 2007

1.K.Basheer Ahmed
2.K.Dheen Mohammed
3. Mrs.Fowzia Begum
4. Mrs.N.Sameetha Begum

All residing at No.7,
Subbaraya Street,
Chetpet,
Chennai – 600 031.

... Plaintiffs

Vs.

1.M/s. Jain Housing,
a Partnership firm,
Rep. by its Partnership
Rajendra R.Mehta
at No.11, Somasundaram Street,
T.Nagar, Chennai – 600 017.

2.Mr.Rajendra R.Mehta,
Partner,
M/s.Jain Housing,
No.11, Somasundaram Street,
T.Nagar, Chennai – 600 017.

... Defendants

Civil Suit praying that this Hon'ble Court be pleased to grant a

Judgment and decree in favour of the plaintiff.



Rs.5,00,00,000/- towards compensation, along with the interest at 12% p.a. from the date of plaint, till the date of realisation.

(b) directing the Defendants to pay to the Plaintiffs, the sum of Rs.25,655.34, being the balance of sale consideration payable to the Plaintiffs as per the agreement of sale dated 10.06.2004, along with further interest at 12% p.a. on Rs.20,858/- from the date of plaint till the date of realisation.

(c) for a mandatory injunction, directing the Defendants to return to the Plaintiffs the signed blank stamp papers and blank sheets of papers taken by the 2nd Defendant from the Plaintiffs in February, 2006; and

(d) for costs of the suit;

This suit coming on this day before this Court for hearing in the presence of Mr.S.Vasudevan, Advocate for the plaintiffs herein and Mr.R.Mohan, Advocate for the defendants 1 and 2 herein and upon reading the plaint filed herein and the Mediation report and joint memo of compromise signed by the plaintiffs and the defendants with their respective Advocates and the said Advocates for the parties hereto praying this Court to pass a decree in terms of joint memo of compromise morefully set out in the schedule hereunder, it is in terms thereof ordered and decreed as follows:-



eight lakhs only) as full and final settlement to the plaintiffs herein, as agreed.

2. That a sum of Rs.5,00,000/- (Rupees five lakhs only) shall be paid by the defendants on the date of signing of this Joint Memo of Compromise being a sum of Rs.3,00,000/- (Rupees three lakhs only) to the 1st and the 3rd plaintiffs (each Rs.1,50,000/- by way of cheques bearing cheque Nos.004310 and 004313 respectively drawn on ICICI Bank, Chennai Branch, dated 29.11.2021) and a sum of Rs.2,00,000/- (Rupees two lakhs only) to the 2nd and 4th plaintiffs (each Rs.1,00,000/-) bearing cheque No.004314 and 004311 respectively drawn on ICICI Bank, Chennai Branch, dated 29.11.2021.

3. That the balance of sum of Rs.3,00,000/- (Rupees three lakhs only) shall be paid within 24 months from today, till the balance is paid there shall be charge over a flat in the proposed project under construction forming part of the lands (morefully described in suit schedule-D) i.e. Situated at No.100, Pammal Village, Tambaram Taluk, Kancheepuram District comprised in Old Survey No.169/2 and part of New Survey No.169/2 admeasuring about 49 cents having plinth area about 500 sq. ft. (approximately) together with proportionate undivided share of land out of 49 cents at first floor in favour of the plaintiffs.

4. That further in the event the defendants does not pay the agreed



sum of Rs.3,00,000/- (Rupees three lakhs only) then the plaintiffs also file necessary execution petition for recovery of the same in respect of the flat at First floor where a charge has been created situated at Old Survey No.169/2 and part of New Survey No.169/2, Pammal Village.

5. That the plaintiffs submit that the decree already passed in favour of the defendants in so far as Revocation of Power of Attorney and the sale transactions carried out by the defendants through their Power Agent in O.S.No.2655/07 and O.S.No.4634/07 by the Learned XVI Assistant Judge, City Civil Court, Madras is valid and binding on the Plaintiffs. The sale transactions carried out by the defendants as power agent is valid and the same will be duly ratified.

6. That there is no mutual claim as against each other in future.

7. That a Certificate under Section 69-A of Tamil Nadu Court Fees and Suits Valuation Act, 1955 do issue herein and out of and under the seal of this Court in favour of K.Basheer Ahmed, the 1st plaintiff herein, authorising him, to receive from the Pay and Accounts Office, High Court, Madras, a sum of Rs.5,05,285/- (Rupees five lakhs five thousand two hundred and eighty five only) being the entire court fee paid on the plaint by the plaintiff herein.

8. That there shall be no costs of this suit.



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WEB COPY 31.12.2021

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C.S. No.476 of 2007

DECREE:

DATED: 16.12.2021

THE HON'BLE MR. JUSTICE
N.SESHASAYEE

FOR APPROVAL: 6.1.2022

APPROVED ON: 11.1.2022



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.12.2021

CORAM

THE HONOURABLE **MR.JUSTICE N.SESHASAYEE**

C.S.No.476 of 2007

1.K.Basheer Ahmed
2.K.Dheen Mohammed

3.Fowzia Begum
4..N.Sameetha Begum

... Plaintiffs

Vs.

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2.Mr.Rajendra R.Mehta,
Partner,
M/s.Jain Housing,
No.11, Somasundaram Street,
T.Nagar,
Chennai – 600 017.

... Defendants

Prayer: The Civil Suit has been filed under Order IV Rule 1 of the Original
Side Rules read with Order VII Rule 1 of C.P.C. praying for a judgment
and decree against the Defendants:



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(a) directing the Defendants to pay to the plaintiffs, the sum of Rs.5,00,00,000/- towards compensation, along with the interest at 12% p.a. from the date of plaint, till the date of realisation.

(b) directing the Defendants to pay to the Plaintiffs, the sum of Rs.25,655.34, being the balance of sale consideration payable to the Plaintiffs as per the agreement of sale dated 10.06.2004, along with further interest at 12% p.a. on Rs.20,858/- from the date of plaint till the date of realisation.

(c) for a mandatory injunction, directing the Defendants to return to the Plaintiffs the signed blank stamp papers and blank sheets of papers taken by the 2nd Defendant from the Plaintiffs in February, 2006; and for costs.

For Plaintiff : Mr.S.Vasudevan

For D1 & D2 : Mr.R.Mohan

JUDGMENT

The matter has been settled before the mediation and the terms of compromise indeed had been recorded. A Joint Memo of Compromise have



been entered into by the parties before the Mediator.

2. Decree in terms of Compromise arrived before the Mediation is passed and the Joint Memo of Compromise dated 30.11.2021 is directed to be attached to the decree.

3. Registry is directed to refund the Court fee as per law in the name of the 1st plaintiff viz. K. Basheer Ahmed. No costs.

Sd./- N.S.S.J
16.12.2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.